

EXHIBIT 17

GREGORY SANKEY 30b6
IN RE: COLLEGE ATHLETE NIL LITIGATION

September 15, 2023

1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

- - - - -X
IN RE: COLLEGE ATHLETE NIL) Number
LITIGATION) 4:20-cv-03919 CW
- - - - -X

Videotaped Deposition of GREGORY SANKEY,
Individually, and as the 30(b)(6) Representative
for the SOUTHEASTERN CONFERENCE,
Friday, September 15, 2023
8:44 a.m. (EDT)

Job No. J10268584
Pages: 1 - 369
Reported by: Dana C. Ryan, RPR, CRR

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1 there are others --

2 Q Okay.

3 A Go ahead.

4 Q Well, let me ask you this -- let me ask
5 you this more specifically, then, as related to
6 this case.

7 Do you believe that there has been any
8 dropoff in consumer demand for SEC sports since
9 the interim rules -- NIL rules were passed in
10 July 2021?

11 A I think it's too early to have a full
12 answer to that. I think we've continued to draw
13 interest. We go back through TV ratings for
14 certain games last year, so interest has remained
15 high.

16 Q All right. You don't -- you can't --
17 you can't affirmatively say that there has been
18 any dropoff in consumer demand for SEC sports
19 since the interim NIL rules were passed?

20 A I can't.

21 Q Okay. Do you believe that the interim
22 NIL rules have decreased consumer demand for SEC
23 sports?

24 A I think that's too soon to tell. It's
25 created a level of turmoil that I've never

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1 presented in the form.

2 BY MR. SIEGEL:

3 Q Right.

4 After -- is -- is that form still used
5 today?

6 A It is. I -- I'm not comparing
7 language, but, yes.

8 Q Okay. So continuously since 2014 --
9 or, let me ask that. I don't want to presume.

10 But continuously since 2014 until
11 today, does the SEC have college athletes sign a
12 form that gives schools the permission to use
13 their -- their NILs in the manners that you've
14 just described?

15 MR. FULLER: Objection.

16 THE WITNESS: Yes.

17 BY MR. SIEGEL:

18 Q Okay. Has -- has the -- has the form
19 changed since 2014 in any substantive manner?

20 A I -- I can't tell you that there aren't
21 replacements that -- that have changed. I think
22 it's been -- it's been consistent during that
23 time.

24 Q Okay. Since the rule changes in
25 July 2021 which allowed college athletes to

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1 receive NIL compensation from third parties, would
2 you agree that there are a wide variety of NIL
3 activities that athletes have been involved in?

4 A Yes.

5 Q Okay. Does that include autograph
6 signing to your knowledge?

7 A Based on the report.

8 MR. FULLER: Objection to the extent
9 you're asking for a legal conclusion.

10 But go ahead and answer.

11 THE WITNESS: Based on reports. I've
12 never actually witnessed one or participated in
13 one.

14 BY MR. SIEGEL:

15 Q Okay. Prior to 2021, autograph signing
16 of college athletes for compensation was
17 prohibited; correct?

18 A Yes.

19 Q Okay. And, actually, there's a famous
20 set of circumstances where Johnny Manziel, also
21 known as Johnny Football, Texas A&M quarterback
22 got in trouble for -- for selling his autograph;
23 correct?

24 A Yes.

25 Q Okay. Do you -- do you -- do you --

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1 did you agree with the rule changes allowing
2 college athletes to be compensated for selling
3 their autographs?

4 A The reality was you had state laws that
5 came into effect, and as I indicated earlier, the
6 NCAA was adapting. I have concerns about whether
7 that's actual activity, boosters just providing
8 inducements.

9 So you asked if I agree or disagree. I
10 would -- I would just offer a word I remain
11 concerned about that activity and what it really
12 means.

13 Q So you don't -- so do you think that --
14 in -- in the -- let's say in the states where it's
15 not mandated, would you have preferred that the
16 rules remain the same; that college athletes not
17 be allowed to profit from their signing of
18 autographs?

19 A Well, there was a clear -- that's not a
20 choice that was in front of anyone. The state's
21 adapted quite quickly as one state adopted
22 legislation, and -- and part of that is the change
23 that we're being asked to accommodate.

24 Q Okay. Now, college coaches going back
25 for since the beginning of your tenure at the SEC,

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1 they could sell their autographs for money; right?

2 A I'm not sure how many participate in
3 that activity. I'm frequently asked to sign an
4 autograph which is one of those odd realities for
5 me, and I've never asked or tried to be
6 compensated.

7 So --

8 Q Well, college coaches. I didn't say
9 commissioners.

10 A Yeah. Could they? Yeah. Did they? I
11 don't know.

12 Q Okay. And that would be on top of,
13 say, like Coach Saban who is paid close to
14 \$4 million annually to coach the Alabama football
15 team.

16 Actually, that's probably -- I wouldn't
17 ask you to quote a specific amount for me. He is
18 paid multiple millions of dollars to coach the
19 Alabama football team; is that right?

20 A It is.

21 Q And for as long as you can remember, he
22 could also get additional money from signing
23 autographs?

24 A I don't know if he's got a contractual
25 stipulation. There's not an NCAA rule against

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1 that coach and activity.

2 Q Okay. Or appearing in commercials --
3 television commercials for a variety of products;
4 correct?

5 There's no NCAA prohibiting that?

6 A Correct.

7 Q He actually does that -- every Saturday
8 morning, have you seen him on commercials
9 promoting a variety of products?

10 A I've seen him on a variety of weekdays
11 is probably the best way to answer. I'm not a big
12 Saturday morning -- I have things happening on
13 Saturdays. So you would have to follow up --

14 Q He actually has been in a commercial
15 recently alongside Deion Sanders --

16 A Yeah.

17 Q -- the two of them together; right?

18 A I did see that, yeah.

19 Q Okay. Since 2021, are college athletes
20 allowed to be compensated for promotional
21 appearances?

22 A They are.

23 Q Okay. What about their personal --
24 personal businesses, pers- -- pers- -- strike
25 that.

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1 Personal businesses that advertise that
2 they're, you know, a quarterback of an SEC
3 football team?

4 A They can use themselves in that type of
5 promotion.

6 Q Okay. They couldn't do that before
7 2021; correct?

8 A That's my understanding. I think
9 waivers allowed them to do things but didn't
10 create that kind of association that exists now.

11 Q Okay. And since 2021, a large variety
12 of college athletes have been compensated for each
13 of their NIL on social media?

14 A I understand that based on,
15 essentially, media reports. I'm not an expert on
16 their social media compensation.

17 Q Okay. Did you personally follow any
18 college athletes on social media: Twitter,
19 Instagram?

20 A Not intentionally.

21 Q Do you follow -- do you follow --
22 besides family members and friends, do you follow
23 anyone on Twitter and Instagram?

24 A I don't have an Instagram account. I
25 do have a Twitter account. I do follow people

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1 other than friends and family. Some media
2 entities; there's a few hundred -- I can't recite
3 them all -- writers, follow YouTube on Twitter.

4 Q Okay. I don't know if that's good for
5 your health to follow all the writers on --

6 A Yeah.

7 Q -- Twitter, but that's up to you.

8 A Well, I have all my filters on so I
9 don't see as many comments as I once did.

10 Q And in addition to what I just
11 mentioned, are there other NIL commercial
12 activities that you're aware of that college
13 athletes are engaging in?

14 A I think you spoke to appearances in the
15 promotional piece. You know, I've read about
16 charitable activities. I think those are covered
17 under the promotional element. Seeing
18 student-athletes in advertising, both video and
19 print, social media activities, that -- that would
20 be my range of expertise, but I don't know if it's
21 the full range of activities.

22 Q Are you aware of any group NIL
23 licensing opportunities that have been made
24 available to SEC athletes?

25 A I think --

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1 MR. FULLER: Objection.

2 THE WITNESS: I'm sorry.

3 Yeah, I think there's been efforts.

4 I'm not aware of anything specifically.

5 BY MR. SIEGEL:

6 Q Okay. And there are collectives of
7 individuals at SEC schools that have generated and
8 collected NIL deals for athletes at those schools?

9 A That's a -- that's a question?

10 Q Yes.

11 Is that true?

12 A Yeah, there are collectives around our
13 programs and others.

14 Q Okay. And -- and they have offered NIL
15 deals to -- to college athletes?

16 MR. FULLER: Objection.

17 THE WITNESS: That's my understanding
18 based on reports.

19 BY MR. SIEGEL:

20 Q Okay. Have you seen reports that
21 collectives at Texas A&M, for example, have
22 generated more than \$4 million in NIL deals for
23 A&M athletes since the rule changes?

24 A Yeah, I don't know about that specific
25 amount. I've seen different projections which

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CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC

I, Dana C. Ryan, Registered Professional Reporter, Certified Realtime Reporter, the officer before whom the foregoing proceedings were taken do hereby certify that the foregoing transcript is a true and correct record to the best of my ability of the proceedings; that said proceedings were taken by me stenographically and thereafter reduced to typewriting under my supervision; and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 19th day of September 2023.

My Commission expires:

November 23, 2024



NOTARY PUBLIC IN AND FOR THE
STATE OF ALABAMA

ERRATA SHEET

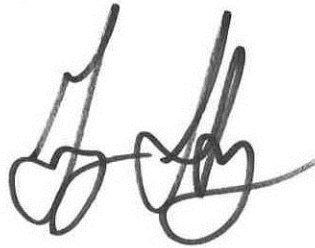
Case Name: In Re: College Athlete NIL Litigation

Deposition Date: September 15, 2023

Deponent: Gregory Sankey

Page	Line	Now Reads	Should Read	Reason
22	8	specificity	specifically	Transcription error
44	15	with whom I chair	with whom I chaired	Transcription error
53	12	state-by-state basis barred	state-by-state basis and barred	Clarification
59	28	conference except for -- except	Conference. Except for -- except	Transcription error
59	21	violations. The conference	violations, the conference	Transcription error
75	9	It do.	It does.	Transcription error
79	6-7	[REDACTED]	[REDACTED]	Misstatement in testimony. Declaration filed with court opposing class certification provides background and explanation.
130	9-10	of any our teams	of any of our teams	Transcription error
138	20	The state's	The states	Transcription error
140	1	that coach and activity	that coach activity	Transcription error
148	5	conversations about why	conversations about, wow	Transcription error
148	8	athletics' bubble	athletics bubble	Transcription error
159	11	and whose sample	and who's sampled	Transcription error
161	14	Marist poling	Marist polling	Transcription error
166	20	the site below	the cite below	Transcription error
171	8	associate commissioner for finances. I was	associate commissioner for finance. As I was	Transcription error
199	11	July 1st, 2025,	July 1st, 2024	Correction
204	25	seen poling	seen polling	Transcription error
206	24	an indication of the sport	an indication of the support	Transcription error
242	21-22	"We've just talked about the financial piece with LSU's athletics director generally."	"We've just talked about the financial piece, not the potential for dropping sports, with LSU's athletics director generally."	Clarification of testimony regarding the scope of conversations with LSU's athletics director concerning plaintiffs' proposed damages model.
278	23	they're own	their own	Transcription error
283	12	pretty disperse	pretty dispersed	Transcription error
296	11	I'd to do	I'd have to do	Transcription error
316	5	Other there	Or they're	Transcription error
316	6	focus	focused	Transcription error
316	8	even on our campus	even on our campuses	Transcription error
345	20	in the direction	and the direction	Transcription error
346	16	me recollection	my recollection	Transcription error
346	16	that there was	if this was	Transcription error

Page	Line	Now Reads	Should Read	Reason
363	22	bringing my mind to frequently	ring in my mind too frequently	Transcription error

A handwritten signature in black ink, appearing to read 'G. Sankey', with a stylized, cursive script.

Gregory Sankey
October 30, 2023